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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

INTER-CITY TIRE & AUTO CENTER, INC.,

Plaintiff,

vs.

THE DEL-NAT TIRE CORPORATION,

Defendant.

Civil Case No. 15-cv-02852-SDW-SCM

Civil Action

ANSWER TO COUNTERCLAIM

Plaintiff, Inter-City Tire & Auto Center, Inc. (hereinafter referred to as “Plaintiff” or “Inter-City”), by and through undersigned counsel, by way of Answer to the Counterclaim, says:

1. The allegations set forth in Paragraph 1 of the Counterclaim states legal conclusions to which no response is required. To the extent a response is required, Plaintiff denies the allegations set forth in Paragraph 1 of the Counterclaim.

2. Plaintiff admits the allegations set forth in Paragraph 2 of the Counterclaim.

3. Plaintiff states that the purchase orders and account statements attached to the Counterclaim speak for themselves. To the extent a response is required, Plaintiff denies the allegations set forth in Paragraph 3 of the Counterclaim.

4. Plaintiff admits the allegations set forth in Paragraph 4 of the Counterclaim.

5. Paragraph 5 of the Counterclaim states legal conclusions to which no response is required. To the extent a response is required, Plaintiff denies the allegations set forth in Paragraph 5 of the Counterclaim.

6. Plaintiff states that the purchase orders and account statements attached to the Counterclaim speak for themselves. To the extent a response is required, Plaintiff denies the allegations set forth in Paragraph 6 of the Counterclaim.

7. Plaintiff states that the purchase orders and account statements attached to the Counterclaim speak for themselves. To the extent a response is required, Plaintiff denies the allegations set forth in Paragraph 7 of the Counterclaim.

8. Plaintiff states that the purchase orders and account statements attached to the Counterclaim speak for themselves. To the extent a response is required, Plaintiff denies the allegations set forth in Paragraph 8 of the Counterclaim.

9. Plaintiff denies the allegations set forth in Paragraph 9 of the Counterclaim.

10. Plaintiff states that the letter attached as Exhibit B to the Counterclaim speaks for itself. To the extent a response is required, Plaintiff denies the allegations set forth in Paragraph 10 of the Counterclaim.

11. Plaintiff states that the terms of the debentures speak for themselves. To the extent a response is required, Plaintiff denies the allegations set forth in Paragraph 11 of the Counterclaim.

AFFIRMATIVE DEFENSES

1. The Counterclaim fails to state a claim upon which relief can be granted.
2. Plaintiff has the right to offset amounts it owes to Del-Nat.
3. The Counterclaim is barred by the doctrines of laches, waiver, estoppels and unclean hands.
4. Plaintiff reserves its right to amend and allege additional affirmative defenses, which may be revealed during the course of discovery.

WHEREFORE, Plaintiff seeks the entry of an order dismissing Del-Nat's Counterclaim, and for such other relief as the Court deems just and proper.

LAMPF, LIPKIND, PRUPIS & PETIGROW,
P.A.
Attorneys for Plaintiff

By: /s/ Mitchell J. Decter
Mitchell J. Decter

Dated: June 10, 2015

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing was served via CM/ECF on June 10, 2015, to the following:

Terri Jane Freedman, Esq.
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Livingston, NJ 07039
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LAMPF, LIPKIND, PRUPIS & PETIGROW,
P.A.
Attorneys for Plaintiff

Dated: June 10, 2015

By: /s/ Mitchell J. Decter
Mitchell J. Decter